

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8	
2. Amendment/Modification No. P00132		3. Effective Date 2004JUL13		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ATBA PAUL MUELLER (586)574-8325 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MUELLERP@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302		Code S3605A	
				SCD C		PAS NONE	
				ADP PT		HQ0337	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) OGARA-HESS & EISENHARDT 9113 LE SAINT DRIVE FAIRFIELD, OH. 45014-5453 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-S019	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000APR10	
Code 6W728		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: CQ NET INCREASE: \$317,500.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2007DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARY K. REHM REHMMA@TACOM.ARMY.MIL (586)574-6553			
15B. Contractor/Offoror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUL13	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-S019 MOD/AMD P00132	Page 2 of 8
Name of Offeror or Contractor: OGARA-HESS & EISENHARDT		

SECTION A - SUPPLEMENTAL INFORMATION

Contract DAAE07-00-C-S019
Modification P00132

PROGRAM:	Up Armored HMMWV
PURPOSE OF MODIFICATION:	<ul style="list-style-type: none"> - Establish CLIN 9018AA for 100 ea Gunner Protection Kits for the Army. - Revise Attachment 005, Delivery Schedule as a result of this modification.
PREVIOUS CONTRACT AMOUNT:	\$410,826,238
AMOUNT OF THIS ACTION:	\$ 317,500
CURRENT CONTRACT AMOUNT:	\$411,143,738

- The purpose of this bilateral modification is to add Gunner Protection Kit, OHE P/N 6431507, to Section B.2.2, Not-to-Exceed Spare Parts Prices. establish CLIN 9018AA for 100 ea Gunner Protection Kits for the Army, and revise Attachment 005, Delivery Schedule, accordingly. This option for Gunner Protection Kits is exercised in accordance with Section B.2.2 of the contract and the provisions applicable to Undefineditized Contractual Actions (UCAs) apply.
- Section B, CLIN 9018AA is hereby established for 100 each Gunner Protection Kit at the funded amount of \$317,500. Ceiling price \$4,234 X 100 each, \$423,400, funded at 75%, \$317,500 (75% X \$4,234 X 100).
- Section G, page 14bq is hereby added to the contract to reflect the administrative funding data related to this modification.
- Attachment 005, Delivery Schedule, is hereby revised to incorporate the Gunner Protection Kits. The new page added to Attachment 005 is hereby added to the contract by this modification.
- As a result of this modification, the total contract value is increased by \$317,500 from \$410,826,238 to \$411,143,738.
- All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 131 ***

Name of Offeror or Contractor: OGDARA-HESS & EISENHARDT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																		
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																						
9018	NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 9999999 SECURITY CLASS: Unclassified																																						
9018AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: GUNNER PROTECTION KIT PRON: P149L464JZ PRON AMD: 03 ACRN: CQ AMS CD: 51103446004</p> <p>UCA Exercised IAW Section B.2.2</p> <table><tr><td></td><td></td><td>Funding</td></tr><tr><td></td><td>Ceiling</td><td>Level</td></tr><tr><td><u>Army</u></td><td><u>Unit Price</u></td><td><u>Unit Price</u></td></tr><tr><td>Gunner Protection Kit (OHE P/N 6431507)</td><td>\$4,234</td><td>75% \$3,175</td></tr></table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>Standard Commercial Packaging and Packing</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W56HZV4167S501</td><td>W915JX</td><td>M</td><td>W915JX</td><td>3</td></tr></table><table><tr><td><u>PROJ CD</u></td><td><u>BRK BLK PT</u></td></tr><tr><td>000</td><td></td></tr></table><table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DEL DATE</u></td></tr><tr><td>001</td><td>100</td><td>14-AUG-2004</td></tr></table><p>FOB POINT: Origin</p><p>SHIP TO: <u>FREIGHT ADDRESS</u> (W915JX) XR 0001 AR HHC HHC DIV OPERATION IRAQI FREEDOM BAGHDAD IAP BAGHDAD IQ</p></p>			Funding		Ceiling	Level	<u>Army</u>	<u>Unit Price</u>	<u>Unit Price</u>	Gunner Protection Kit (OHE P/N 6431507)	\$4,234	75% \$3,175	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV4167S501	W915JX	M	W915JX	3	<u>PROJ CD</u>	<u>BRK BLK PT</u>	000		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	100	14-AUG-2004	100	EA	\$ 3,175.00000	\$ 317,500.00
		Funding																																					
	Ceiling	Level																																					
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Name of Offeror or Contractor: OGDARA-HESS & EISENHARDT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>MARK FOR: XR 0001 AR HHC HHC DIV</div> <div>OPERATION IRAQI FREEDOM</div> <div>BAGHDAD IAP</div> <div>BAGHDAD IQ</div> <div>MARK FOR (Cont'd)</div> <div>HHC, 1ST Cavalry Div</div> <div>ATTN: ACOFS, G4</div> <div>Camp North Victory</div> <div>POC: Maj. John Syrwias</div> <div>Cell Phone: 07901-924246</div> <div>(End of narrative F001)</div>				

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Name of Offeror or Contractor: OGARA-HESS & EISENHARDT		

B.1 OPTIONS

The Government has the right to exercise option vehicles, at the unit prices stated in Section B.1.2 and B.2, provided the contractor is still in production, and a six month delivery lead-time is given to the contractor. Vehicle deliveries shall begin no later than six months after Option award or as mutually established before award. This contract becomes self-terminating should the Government decide not to exercise option vehicles.

B.1.1 VEHICLE QUANTITIES

The Government has the right to purchase vehicles in any increments up to the maximum order quantity specified below by option year. However, the total number of vehicles optioned will not exceed 2,700 vehicles. Options may be exercised beginning on the dates identified below:

<u>Options</u>	<u>Beginning</u>	<u>Qty</u>
Base Year Options	10 Apr 00	540
Option Year 1	01 Dec 00	540
Option Year 2	01 Dec 01	540
Option Year 3	01 Dec 02	540
Option Year 4	01 Oct 03	<u>540</u>
Total		2,700

B.1.2 VEHICLE PRICES (OPTIONS)

Options, if exercised, will be at the Unit Prices specified below for vehicle deliveries falling into each respective calendar year. A delivery schedule, for any options exercised, will be mutually established prior to award of any options.

<u>Deliveries</u>	<u>M1114</u>	<u>Mod</u>	<u>M1114</u>	<u>Gunner Shield Kit*</u>	<u>Revised M11145</u>	
	<u>Unit Price</u>	<u>P00036</u>	<u>Unit Price**</u>	<u>P/N 57K4470</u>	<u>w.Gun Shield*</u>	
		<u>ECPs</u>				
CY 00	\$68,096		\$68,096			
CY 01	\$67,790		\$67,790			
CY 02	\$68,171	\$597	\$68,768	\$854	\$69,622	
CY 03	\$69,222	\$596	\$69,818	\$800	\$70,618	w/o LVOSS
			\$69,818	\$850	\$70,668	w/LVOSS
CY 04/05	\$69,955	\$595	\$70,550	\$800	\$71,350	w/o LVOSS
			\$70,550	\$850	\$71,400	w/LVOSS

*NOTE: Prices for Gun Shield Kits as Spares - add \$55 ea.

**If Navy vehicles are required an increase \$150 shall apply. The increase results from the requirement for a non-skid (textured) roof, extra gun mounting bracket and labor necessary to install the gun mounting bracket. The Gun Mount itself, P/N 12956264, will be provided as GFE by the Navy.

<u>Deliveries</u>	<u>M1116</u>	<u>M1116 w/Kit B</u>	<u>M1145</u>
	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
CY 00	\$ -	\$ -	\$ -
CY 01	\$ -	\$ -	\$ -
CY 02	\$ -	\$ -	\$ -
CY 03*	\$86,522	\$91,132	\$63,530
CY 04/05*	\$86,154	\$90,749	\$63,978

*Includes all applicable ECPs through Mod P00102.

B.1.3 FIELD SERVICE REPRESENTATIVE (FSR)

B.1.3.1 The contractor shall provide a field service representative to advise Government Personnel on operation, maintenance, repair and parts supplied to the vehicle, at either CONUS or OCONUS locations to be determined by the Government, in accordance with the Statement of Work as outlined in Attachment 001, para 2. The Government has the right to exercise this option incrementally at a price per man-day of \$343* at any time during the option period. The right to exercise this option expires six (6) months after the last scheduled vehicle delivery date. The total option days available are as follows:

<u>CLIN</u>	<u>Year</u>	<u>Days</u>	<u>Daily Rate*</u>	Alternative <u>Daily Rate*</u>
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7001	CY 01	150 days	\$343.00	N/A
7002	CY 02	300	\$343.00	N/A
7003	CY 03	300	\$343.00	\$675.00
7004	CY 04	300	\$343.00	\$675.00
7004	CY 04	780	TBD	TBD
7005	CY 05	1,080	TBD	TBD
7005	CY 06	TBD	TBD	TBD
7005	CY 07	TBD	TBD	TBD
7005	CY 08	TBD	TBD	TBD

Total Option FSR man-days 2,901 days

*Excludes travel cost. Travel cost (i.e. per diem, airfare, car rental, etc.) will be separately negotiated prior to award.

The Alternative Daily FSR Rate identified above may be used in those instances/areas not originally contemplated at time of contract award and/or in areas subjecting the FSR to imminent danger. The use of the alternative daily rate will be at the sole discretion of the Contracting Officer.

In addition, the above daily rates shall be firm-fixed-priced and remain in effect until such time as definitized vehicle prices are established IAW Section B.2.1.

B.1.4 KIT PRICES (OPTIONS)

The Government has the right to exercise additional quantities of Kits, in any increments, at firm fixed prices outlined below. From time-to-time additional kits may be identified and added to this section. Delivery schedule for option kits shall be by mutual agreement and determined/negotiated at time of option exercise.

Windscreen Kit
(OHE P/N 6340914)

CY 04	\$2,040
CY 05	\$2,091

B.2 CONTRACT EXTENSION and UNDEFINITEZED CONTRACTUAL ACTIONS (UCAs)

The contract is hereby extended to allow the Government the right to exercise an additional option quantity of up to 5,280 vehicles over and above quantities identified in Section B.1.1. The Government has the right to option vehicles in any increments up to the maximum order quantity specified below and until 31 Oct 07 or within the required lead-time or by mutual agreement. Delivery schedule for option vehicles shall be by mutual agreement at option exercise. This contract becomes self-terminating should the Government decide not to exercise option vehicles. However, the total number of vehicles optioned will not exceed 7,980 vehicles. Options may be exercised beginning on the dates identified below:

Options	Beginning	Total	Qty
		Qty	Available
Base Year Options	10 Apr 00	540	
Option Year 1	01 Dec 00	540	
Option Year 2	01 Dec 01	540	
Option Year 3	01 Dec 02	540	
Option Year 4	01 Oct 03	540	55 *
Subtotal		2,700	55
Contract Extension	01 Dec 03	5,280	5,280
Total		7,980	5,335 Available

*As of Mod P00104.

B.2.1 Not-to-Exceed Vehicle Prices

Options, if exercised under this provision, will be at the following Not-to-Exceed (NTE) unit prices specified below for vehicle deliveries falling into the identified calendar year.

Deliveries	M1114 *	M1116/ M1116 w/Kit B	M1145
CY 04/05	\$70,550 w/o Gun Shield	\$86,154 M1116	\$63,978
Funded @ 50%	\$35,275	\$43,077	\$31,989

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CY 04/05	\$71,350 w/Gun Shield	\$90,749 M1116 w/Kit B
Funded @ 50%	\$35,675	\$45,375

*W/o LVOSS. Add \$50 if LVOSS is required (\$25 funded @ 50%).

Amounts awarded under this provision shall be funded at a rate of 50% until such time as the Government receives a qualified proposal.

Definitization Schedule: It is anticipated that multiple contractual awards will be made prior to definitization. The definitization schedule presented below assumes the first award will be made on 1 Dec 03, however, the schedule will be adjusted to reflect definitization within 180 days of the actual initial award date. Moreover, definitization of any awards under this UCA shall be accomplished not later than 180 days after the initial award. Both parties agree that best efforts will be made to definitize all UCAs within 120 days. The definitized contract action will be Firm Fixed Priced and accomplished in accordance with the following schedule:

<u>Schedule</u>	<u>Date</u>	P00127 <u>Extension</u>
Submission of Qualifying Proposal	8 Dec 03	2 Jun 04
Completion of Audit & Cost/Price Analysis	1 Mar 04	10 Jul 04
Completion of Negotiations	15 May 04	30 Aug 04
Signature of Definitized Contract	02 Jun 04	30 Sep 04

Once unit prices are defintized, Section B.1 will be revised accordingly.

B.2.2 Not-to-Exceed Spare Part Prices

Should it become necessary for the Government to add additional Gun Shield Kits or OHE Transparent Armor Windscreen Kits (OHE P/N 6430914, sub-kit of OHE HARd Kit) or Overlay Kits (OHE P/N 6431395) or Gunner Protection Kits (OHE P/N 6431507) to the contract, the following NTE unit prices are established:

<u>Gun Shield Kit</u>	HARd Kit, Windscreen w/o OEM Frame (OHE P/N 6340914)	Overlay Kit (OHE P/N 6431395)
Definitized per Mod P00119	Definitized per Mod P00131	\$1,800 (\$900 funded @ 50%) Mod P00111 - Installed in Production
		\$1,200 (\$900 funded @ 75%) Post-Mod P00111 - Installed in Production
		\$1,500 (\$1,125 funded @ 75%) Post-Mod P00111 - Field Kit
Gunner Protection Kit (OHE P/N 6431507)		
\$4,234 (\$3,175 funded @ 75%)		

Amounts awarded under this provision shall be funded at a rate of 50% until such time as the Government receives a qualified proposal. Moreover, definitization of this UCA will be in accordance with the definitization schedule outlined in para B.2.1 above.

B.2.3 This paragraph applies to Section B.2.1 and B.2.2 above. If agreement on a definitive contract modification to supersede the NTE prices outlined above is not reached by the target date in Section B.2.1, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
9018AA	P149L464JZ 51103446004 A14P50041CUA	CQ 1 4ZLT03	\$ 0.00	\$ 317,500.00	\$ 317,500.00
NET CHANGE				\$ 317,500.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	CQ	21 42035000041C1C01P51103431E1 S20113	W56HZV	\$ 317,500.00
NET CHANGE				\$ 317,500.00

PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD: \$ 410,826,238.00	\$ 317,500.00	\$ 411,143,738.00